

GREENVILLE CO. S. C.

APR 19 9 58 AM '77

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DONNIE S. TANNERSLEY

MORTGAGE

(Participation)

This mortgage made and entered into this 15th day of April 19 77, by and between David Charles Childress, Sr. and Gwendolyn G. Childress (hereinafter referred to as mortgagor) and Bank of Greer, its successors and assigns (hereinafter referred to as mortgagee), who maintains an office and place of business at 601 North Main Street, Greer, S.C.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville State of South Carolina:

"ALL that certain piece, parcel or lot of land with all improvements thereon, situate lying and being in the State of South Carolina, County of Greenville, on the northern side of Ridgecrest Circle, being known and designated as Lot No. 41, as shown on a plat of Brookwood, made by B. B. Waters, Jr. October 15, 1958, and recorded in the R.M.C. Office for Greenville County, in Plat Book QQ at page 21, and having according to said plat, the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the northern side of Ridgecrest Circle at the joint front corner of Lots 40 and 41; thence with the common line of said lots N. 12-14 W. 396.3 feet to an iron pin; thence running N. 87-27 E. 51 feet to an iron pin, at the joint rear corner of Lots 41 and 42; thence with the common line of said lots S. 29-18 E. 376.9 feet to an iron pin on the northern side of Ridgecrest Circle; thence with the line of Ridgecrest Circle S. 52-00 W. 50.2 feet to an iron pin; thence running in a continuing line along said Circle S. 67-50 W. 41.7 feet to an iron pin; thence continuing with said Circle S. 82-26 W. 73.8 feet to an iron pin, the point of beginning.

THIS conveyance is a portion of the property conveyed to David Charles Childress, Sr. by deed of G. Hayes and Alice Chaklin Hayes on May 22, 1963 and duly recorded on May 27, 1963 in Deed Book 723 at page 465 in R.M.C. Office for Greenville County.

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DOCUMENTARY
STAMP
APR 19 1977

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated April 15, 1977 in the principal sum of \$ 20,432.21, signed by David Charles Childress, Sr. in behalf of Bank of Greer and Gwendolyn G. Childress.

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